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OFFER



102429338

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

**CUTTER & BUCK INC. FINANCE SECTION**  
**701 N. 34<sup>th</sup> Street, Suite 400**  
**Seattle, WA 98103**

- ☐ Individuals(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State of **Washington**  
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: **March 10, 2003**

2. Name and address of receiving party(ies)

Name: **WELLS FARGO BANK, N.A.,**  
**as Agent**

Internal Address:

Street Address: **999 Third Avenue**  
**47<sup>th</sup> Floor**

City: **Seattle** State: **WA** ZIP: **98104**

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other a **National Banking Association**

If assignee is not domiciled in the United States, a domestic  
 representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,311,321 2,460,208 1,660,896

**CUTTER & BUCK (Reg. No. 2,552,315)**Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

**Mrs. Kim Walker**  
**Name: Buchalter, Nemer, Fields & Younger**

Internal Address: \_\_\_\_\_

Street Address: **601 South Figueroa Street, 24th Floor**  
 City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved:

**4**7. Total fee (37 CFR 3.41) ..... \$ **115<sup>00</sup>**

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number:

**20-0052**

(Attach duplicate copy of this page if paying by deposit account)

23/2003 GTDN 1 00000096 200052 2311321

FC:852 40.00 CH  
 FC:852 75.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my *knowledge and belief*, the foregoing information is true and correct and any attached copy is a true  
 copy of the original document.

**MRS. KIM WALKER**

Name of Person Signing

Signature

April 3, 2003

Date

Total number of pages including cover sheet, attachments, and document: **32**

**Exhibit A**  
**CUTTER & BUCK, INC.**  
**REGISTERED AND PENDING TRADEMARKS AND SERVICE MARKS**  
February 24, 2003

Status	Country	Trademark	Date of Filing	Application Number	Class	Registration Number	Renewal Date
ACTIVE	ARGENTINA	CUTTER & BUCK	02/25/93 <sup>1</sup>	1871607	25	1553547	02/28/05
ACTIVE	AUSTRALIA	Pennant Logo	05/18/99	794467	25	794467	05/18/09
ACTIVE	AUSTRALIA	Tour Logo	11/11/92		25	590039	11/11/09
ACTIVE	BAHAMAS	CUTTER & BUCK	02/25/93	15704	38	15704	02/25/07
ACTIVE	BARBADOS	CUTTER & BUCK	02/26/93	P1052	25	81/7731	08/19/08
ACTIVE	BENELUX	CUTTER & BUCK	09/17/92	785905	18 25	522963	Renewed on 9/17/02; renewal cert to be issued in 5/03.
ACTIVE	BOLIVIA	CUTTER & BUCK	11/08/95	026587	25	64029-C	05/28/07
ACTIVE	CANADA	Pennant Logo	07/26/99	1023999	N/A	TMA549,074	08/01/16
ACTIVE	CANADA	Tour Logo	05/25/90	658 443	N/A	411,033	04/16/08
ACTIVE	CHINA (PRC)	CUTTER & BUCK		95091962	25	973734	04/06/07
PENDING	CHINA (PRC)	Pennant Logo	09/21/99	9900113125	25		

**Exhibit B**  
**CUTTER & BUCK INC. - PATENTS**

<u>Docket No./ App/Pat No.</u>	<u>Country</u>	<u>Title</u>	<u>Name of Inventor</u>	<u>Remarks</u>
1722-1 D436,719	U.S.	Improved Outsole for a Shoe (design)	Cutter & Buck Inc.	Expires 01-30-15
1722-1-2	EP (Europe- multiple countries)	Improved Outsole for a Shoe (design)	Cutter & Buck Inc.	Various countries - see below
1722-1-3 1,092,937	JP (Japan)	Improved Outsole for a Shoe (design)	Cutter & Buck Inc.	4th year MF due 09-29-03
1722-1-4 142148	AU (Australia)	Same	Cutter & Buck Inc.	Renewal & fee due 07-27-05
1722-1-5 0264033	KR (Korea)	Same	Cutter & Buck Inc.	Renewal due 07-26-03
1722-1-8 146,149/4	ES (Spain)	Same	Cutter & Buck Inc.	1st MF due 06-28-05
1722-1-10 2,085,321	GB (United Kingdom)	Same	Cutter & Buck Inc.	Renewal due 01-27-04
1722-1-16 200000768	DK (Denmark)	Same	Cutter & Buck Inc.	Renewal due 07-27-04
1722-1-17 126,298	CH (Switzerland)	Same	Cutter & Buck Inc.	Renewal due 07-27-04
1722-1-18 66,181	SE - Sweden	Same	Cutter & Buck Inc.	Renewal due 07-27-04
1722-1-19 20,981	FI (Finland)	Same	Cutter & Buck Inc.	Renewal due 07-27-04
1722-1-20 75,780	NO (Norway)	Same		Renewal due 07-28-04
1722-1-22 D.12888	IE (Ireland)	Same	Cutter & Buck Inc.	Renewal due 01-27-04
1722-1-23 37359	AT (Austria)	Same	Cutter & Buck Inc.	Renewal due 07-31-04
1722-3 6,161,315	U.S.	Outsole for a Shoe (utility patent)	Cutter & Buck Inc.	1 <sup>st</sup> maintenance fee due 06-19-04

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Agreement"), dated as of March 10, 2003, is entered into between **CUTTER & BUCK INC.**, a Washington corporation ("Debtor") and **WELLS FARGO BANK, N.A.**, as agent ("Agent"), in light of the following:

A. Debtor, certain lenders, Century Business Credit Corporation, as collateral agent, and Agent are, contemporaneously herewith, entering into that certain Loan and Security Agreement ("Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"); and

B. Debtor is the owner of certain intellectual property, identified below, in which Debtor is granting a security interest to Agent.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

## 1. DEFINITIONS AND CONSTRUCTION.

1.1 **Definitions.** The following terms, as used in this Agreement, have the following meanings:

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned authored, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing)

(iv) All of Debtor's right, title, and interest in and to the trademarks and trademark registrations listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(v) All of Debtor's right, title, and interest, in and to the patents and patent applications listed on Exhibit B attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Debtor's right, title, and interest, in and to the copyrights and copyright registrations listed on Exhibit C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Debtor's rights to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Agent for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(viii) All of Debtor's right, title, and interest in all patentable inventions, and rights to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Agent for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(ix) All of Debtor's rights to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of Debtor or in the name of Agent for past, present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All general intangibles relating to the foregoing; and

(xi) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise

included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

**"Obligations"** means all obligations, liabilities, and indebtedness of Debtor to Agent, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Loan Agreement or any other of the Loan Documents, including all costs and expenses described in Section 11.8 hereof.

**1.2 Construction.** Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Agent or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Debtor, Agent, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Agent and Debtor.

## **2. GRANT OF SECURITY INTEREST.**

Debtor hereby grants to Agent a first-priority security interest in all of Debtor's right, title, and interest in and to the Collateral to secure the Obligations.

## **3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Debtor hereby represents, warrants, and covenants that:

### **3.1 Copyrights; Trademarks; Service Marks; Patents.**

(i) A true and complete Exhibit setting forth all federal and state trademark and service mark registrations owned or controlled by Debtor or licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Exhibit A;

(ii) A true and complete Exhibit setting forth all patent and patent applications owned or controlled by Debtor or licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Exhibit B; and

(iii) A true and complete Exhibit setting forth all federal copyright registrations owned or controlled by Debtor or licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Exhibit C.

**3.2 Validity; Enforceability.** Each of Debtor's copyrights, patents, service marks and trademarks is valid and enforceable, and Debtor is not presently aware of any past, present, or prospective claim by any third party that any of its copyrights, patents, service marks, or trademarks are invalid or unenforceable, or that its use of any copyrights, patents, service marks, or trademarks violates the rights of any third person, or of any basis for any such claims, except as set forth on Schedule 3.2;

**3.3 Title.** Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the copyrights, copyright registrations, patents, patent applications, service marks, service mark registrations, trademarks, and trademark registrations set forth on Exhibits A, B, and C, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Debtor not to sue third persons, except as set forth on Schedule 3.3;

**3.4 Notice.** Debtor has used and will continue to use proper statutory notice in connection with its use of each of its copyrights, patents, service marks, and trademarks;

**3.5 Quality.** Debtor has used and will continue to use consistent standards of high quality (which may be consistent with Debtor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with its service marks and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of its service marks and trademarks;

**3.6 Perfection of Security Interest.** Except for the filing of a financing statement with the Secretary of State of Washington and filings with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Debtor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Debtor or for the perfection of or the exercise by Agent of its rights hereunder to the Collateral in the United States.

#### **4. AFTER-ACQUIRED COPYRIGHT, PATENT, SERVICE MARK, OR TRADEMARK RIGHTS.**

If Debtor shall obtain rights to any new copyright, service marks, trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Agent with respect to any such new service marks, trademarks or patents, or renewal or extension of any service mark or trademark registration. Debtor shall bear any expenses incurred in connection with future patent applications or service mark or trademark registrations.

## **5. LITIGATION AND PROCEEDINGS.**

Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtor shall provide to Agent any information with respect thereto requested by Agent. Agent shall provide at Debtor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Agent of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the copyrights, patents, service marks or trademarks, its right to apply for the same, or its right to keep and maintain such copyright, patent, service mark or trademark rights.

## **6. POWER OF ATTORNEY.**

Debtor grants Agent power of attorney, having the full authority, and in the place of Debtor and in the name of Debtor, from time to time following the occurrence and during the continuation of an Event of Default in Agent's discretion, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Debtor's name on all applications, documents, papers, and instruments necessary for Agent to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Agent's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

## **7. RIGHT TO INSPECT.**

Debtor grants to Agent and its employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

## **8. EVENTS OF DEFAULT.**

Any of the following events shall be an Event of Default:

**8.1 Loan Agreement.** An Event of Default shall occur as defined in the Loan Agreement;

**8.2 Misrepresentation.** Any representation or warranty made herein by Debtor or in any document furnished to Agent by Debtor under this Agreement is incorrect in any material respect when made or when reaffirmed; and



**8.3 Breach.** Debtor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects Agent.

## **9. SPECIFIC REMEDIES.**

Upon the occurrence of any Event of Default, Agent shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

**9.1 Notification.** Agent may notify licensees to make royalty payments on license agreements directly to Agent;

**9.2 Sale.** Agent may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Agent deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Debtor ten days prior to such disposition. Debtor shall be credited with the net proceeds of such sale only when they are actually received by Agent, and Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Agent shall also give notice of the time and place by publishing a notice one time at least ten days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Agent may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Agent at such sale.

## **10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.**

**THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE SOLE OPTION OF AGENT, IN ANY OTHER COURT IN WHICH AGENT SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF DEBTOR AND AGENT WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON**

CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10. DEBTOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

## **11. GENERAL PROVISIONS.**

**11.1 Effectiveness.** This Agreement shall be binding and deemed effective when executed by Debtor and Agent.

**11.2 Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Debtor may not assign this Agreement or any rights or duties hereunder without Agent's prior written consent and any prohibited assignment shall be absolutely void. Agent may assign this Agreement and its rights and duties hereunder and no consent or approval by Debtor is required in connection with any such assignment.

**11.3 Section Headings.** Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

**11.4 Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Agent or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

**11.5 Severability of Provisions.** Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

**11.6 Amendments in Writing.** This Agreement can only be amended by a writing signed by both Agent and Debtor.

**11.7 Counterparts; Telefacsimile Execution.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a

manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

**11.8 Fees and Expenses.** Debtor shall pay to Agent on demand all costs and expenses that Agent pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Agent; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Debtor under this Agreement that Debtor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Agent arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Debtor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

**11.9 Notices.** Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 12 of the Loan Agreement.

**11.10 Termination By Agent.** After termination of the Loan Agreement and when Agent has received payment and performance, in full, of all Obligations, Agent shall execute and deliver to Debtor a termination of all of the security interests granted by Debtor hereunder.

**11.11 Integration.** This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

WELLS FARGO BANK, N.A.

By: Jim Auto  
Title: VICE PRESIDENT

CUTTER & BUCK INC.  
a Washington corporation

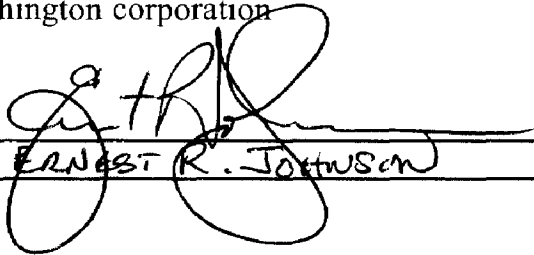
By: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

WELLS FARGO BANK, N.A.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

CUTTER & BUCK INC.  
a Washington corporation

By:  \_\_\_\_\_  
Title: ERNEST R. JOHNSON \_\_\_\_\_

**EXHIBIT "A"**

**REGISTERED TRADEMARKS AND SERVICE MARKS**

Trademark of Service Mark

Registration Date

Registration No.

**PENDING TRADEMARKS AND SERVICE MARKS**

Trademark and Service Mark

Filing Date

Serial No.

Status	Country	Trademark	Date of Filing	Application Number	Class	Registration Number	Renewal Date
ACTIVE	COLOMBIA	CUTTER & BUCK				171126	12/29/04
ACTIVE	COMMUNITY TRADEMARK	CUTTER & BUCK	07/20/99	1247410	25	1247410	07/20/09
ACTIVE	COMMUNITY TRADEMARK	Pennant Logo	05/18/99	1176981	25	1176981	05/18/09
ACTIVE	COMMUNITY TRADEMARK	Tour Logo	07/20/99	1247832	25	1247832	07/20/09
ACTIVE	CZECH REPUBLIC	CUTTER & BUCK	04/19/96	110504	25	198965	04/19/06
ACTIVE	DENMARK	CUTTER & BUCK	10/08/92	7158/92	25	0933/93	01/29/13
ACTIVE	DOMINICAN REPUBLIC	CUTTER & BUCK	05/13/93	57030	44	57030	05/15/13
ACTIVE	ECUADOR	CUTTER & BUCK	05/28/96	68844	25	4815-97	12/09/07
ACTIVE	GERMANY	CUTTER & BUCK	10/07/92	J 28523	25	2053747	10/7/12
ACTIVE	GREECE	CUTTER & BUCK	05/25/94	146140/94	25	119319	04/25/04
ACTIVE	HONG KONG	CUTTER & BUCK	07/16/1999	808/93	25	B8189/1994	08/27/13
ACTIVE	HONG KONG	Pennant Logo	07/19/99	99/09409	25	10789	07/20/06
ACTIVE	HUNGARY	CUTTER & BUCK	04/16/96	M96 01135	25	146,403	04/16/06
ACTIVE	INDIA	CUTTER & BUCK	07/18/95	B 672471	25		

Status	Country	Trademark	Date of Filing	Application Number	Class	Registration Number	Renewal Date
ACTIVE	INDONESIA	CUTTER & BUCK	11/12/93	H4.HC.01.01-14530	25	328020	05/12/03
ACTIVE	ITALY	CUTTER & BUCK	07/29/92	92 244	18 25	657132	07/29/12
ACTIVE	JAPAN	Pennant Logo	06/18/93	05-061147	25	3254598	01/31/07
ACTIVE	JAPAN	Pennant Logo	07/30/99	11-069019	24 28	4,402,831	07/21/10
ACTIVE	JAPAN	Tour Logo	06/18/93	05-061145	25	3371367	06/02/10
ACTIVE	JAPAN	Tour Logo	07/30/99	11-069018	24 28	4,402,830	07/21/10
ACTIVE	JAPAN	CB CUTTER & BUCK	02/23/93	05-017919	25	3180744	07/31/06
ACTIVE	JAPAN	CUTTER & BUCK	06/18/93	05-061146	25	3369366	04/03/08
ACTIVE	LEBANON	CUTTER & BUCK	04/17/96	95-01-099442	25	69416	06/21/11
ACTIVE	MALAYSIA	CUTTER & BUCK	10/16/93	93/08150	25	93/08150	10/16/07
ACTIVE	MALAYSIA	Pennant Logo	05/26/99	99-004554	25	99-004554	05/26/09
ACTIVE	MEXICO	CUTTER & BUCK	06/01/92	141011	25	448204	Renewed 12/1/02; awaiting renewal certificate
ACTIVE	MEXICO	CUTTER & BUCK	06/01/92	141012	42	448112	Renewed 12/1/02; awaiting renewal certificate



Status	Country	Trademark	Date of Filing	Application Number	Class	Registration Number	Renewal Date
ACTIVE	NETHERLANDS ANTILLES	CUTTER & BUCK	02/25/1993		25	02918 (prior Reg. No. 17379)	02/25/13
ACTIVE	NEW ZEALAND	Pennant Logo	05/18/99	309664	25	309664	05/18/06
ACTIVE	NORWAY	CUTTER & BUCK	10/07/92	92.5032	25	162808	06/27/04
ACTIVE	NORWAY	Pennant Logo	05/20/99	1999 04989	25	200314	11/15/09
ACTIVE	PANAMA	CUTTER & BUCK & Design	03/23/94	4311	25	63296	unknown
ACTIVE	PARAGUAY	CUTTER & BUCK	12/21/93	93/21729	25	171473	09/16/04
ACTIVE	PERU	CUTTER & BUCK		018391	25	031671	12/12/06
PENDING	PHILLIPPINES	Tour Logo		0012101	25	Registration pending	
ACTIVE	POLAND	CUTTER & BUCK	04/18/96	Z-158.749	25	109325	04/18/06
ACTIVE	PORTUGAL	Tour Logo	05/29/92	283424	25	283424	01/20/04
ACTIVE	RUSSIAN FEDERATION	CUTTER & BUCK	04/17/96	96704889	25	154189	04/17/06
ACTIVE	SINGAPORE	CUTTER & BUCK	02/16/93	1066/93	25	T93/01066I	02/16/03
ACTIVE	SINGAPORE	Pennant Logo	05/20/99	T99/05173A	25	T99/05173A	05/20/09
ACTIVE	SLOVAKIA	CUTTER & BUCK	04/24/96	1060-96	25	184456	04/24/06

Status	Country	Trademark	Date of Filing	Application Number	Class	Registration Number	Renewal Date
ACTIVE	SLOVENIA	CUTTER & BUCK		Z-9670654	25	9670654	05/10/06
ACTIVE	SOUTH AFRICA	CUTTER & BUCK	04/07/94	94/3460	25	B94/3460	04/07/04
ACTIVE	SOUTH AFRICA	Pennant Logo	05/18/99	99/08735	25	99/08735	05/18/09
ALL PENDING	SOUTH KOREA	CUTTER & BUCK	07/10/01	40-2001-30208	14		
				40-2001-30211	25		
				40-2001-30212	28		
				40-2001-13386	35		
				70-2001-0000727	25		
ACTIVE	SOUTH KOREA	Pennant Logo	05/26/99	99-17818	25	483439	12/13/10
PENDING	SOUTH KOREA	BUCK	11/05/2002	40-2002-0051011	25		
PENDING	SOUTH KOREA	Tour Logo	11/05/2002	40-2002-0050939	25		
ACTIVE	SWITZERLAND	Pennant Logo	05/19/99	04373/1999	25	466563	05/19/09
ACTIVE	TAIWAN	CUTTER & BUCK		84046961	25	00728787	09/15/06
ACTIVE	THAILAND	CUTTER & BUCK	12/14/93	257305	25	18045	12/13/03

Status	Country	Trademark	Date of Filing	Application Number	Class	Registration Number	Renewal Date
ACTIVE	TRINIDAD & TOBAGO	CUTTER & BUCK	03/03/93	21459	38	21459	08/27/06
ACTIVE	TURKEY	CUTTER & BUCK		95/011972	25	166347	10/19/05
ACTIVE	UNITED ARAB EMIRATES	Pennant Logo	04/23/00	35972	25	29275	04/23/10
ACTIVE	UNITED KINGDOM	CUTTER & BUCK	08/27/92	1510701	25	1510701	08/27/09
ACTIVE	UNITED KINGDOM	Tour Logo	11/15/91	1482901	25	1482901	11/15/08
ACTIVE	URUGUAY	Tour Logo		263110	25	263110	03/29/04
ACTIVE	USA	CUTTER & BUCK	01/22/01	76/198,352	14, 18, 24, 25, 28, 35	2,552,315	03/26/08
ACTIVE	USA	Pennant Logo	11/06/98	75/584,312	25	2,311,321	01/25/06
ACTIVE	USA	Tour Logo	03/12/99	75/659,558	25 (foot-wear)	2,460,208	06/12/07
ACTIVE	USA	Tour Logo	04/26/90	75/053,273	25	1,660,896	10/15/11
ACTIVE	VENEZUELA	CUTTER & BUCK		6387/98	25		Renewed 11/02; awaiting certificate

**EXHIBIT "B"**

**PATENTS**

<u>Patent Description/Title</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Name of Inventor</u>
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**PATENT APPLICATIONS**

<u>Description</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Name of Inventor</u>
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Exhibit B - continued  
CUTTER & BUCK INC. - PATENT APPLICATIONS

Description	Filing Date	Serial No.	Name of Inventor
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NONE

**EXHIBIT "C"**

**REGISTERED COPYRIGHTS**

Copyright

Registration Date

Registration No.

Exhibit C  
CUTTER & BUCK INC. – REGISTERED COPYRIGHTS

Copyright	Registration Date	Registration No.
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NONE

### **Schedule 3.2**

#### **Claim against Trademark**

South Korean Application No. 4002001-0030211 for CUTTER & BUCK in Class 25 has been opposed by Mr. Won-il Tae. The opposition has been suspended pending the final decision on the application that is the basis of the opposition.



### Schedule 3.3

#### Cutter & Buck Inc. License Agreements

##### International Accounts

1. License Agreement dated as of December 13, 2002 between Cutter & Buck Inc. (Licensor) and Global Golf Gloves CC, of South Africa (Licensee).
2. License Agreement dated as of January 1, 2000 between Cutter & Buck Inc. (Licensor) and Caufield Apparel Group Ltd., an Ontario, Canada corporation (Licensee).
3. License Agreement dated as of May 20, 2002 between Cutter & Buck Inc. (Licensor) and Cutter & Buck Sportswear (Europe) Ltd., an Irish limited company (Licensee).
4. License Agreement dated as of May 14, 1999 between Cutter & Buck Inc. (Licensor) and The Seibu Department Stores, Ltd., a Japanese corporation (Licensee). *This Agreement has expired. Cutter & Buck is currently negotiating a renewal agreement.*
5. Renewal and Amendment to Distribution Agreement dated as of February 12, 2002 between Cutter & Buck Inc. (Supplier) and The Seibu Department Stores, Ltd., a Japanese corporation (Distributor). *This Agreement has expired. Cutter & Buck is currently negotiating a renewal agreement.*
6. Distribution Agreement dated as of October 22, 2002 between Cutter & Buck Inc. (Supplier) and Pinx International, a Republic of Korea corporation (Distributor).
7. Distribution Agreement dated as of January 25, 2002 between Cutter & Buck Inc. (Supplier) and Pro Golf International, a United Arab Emirates corporation (Distributor) for Men's Products.
8. Distribution Agreement dated as of January 25, 2002 between Cutter & Buck Inc. (Supplier) and Pro Golf International, a United Arab Emirates corporation (Distributor) for Women's Products.
9. Distribution Agreement dated as of January 3, 2000 between Cutter & Buck Inc. (Supplier) and Pan-West (Pte) Ltd., a Singapore corporation (Distributor) for Men's Products. *This Agreement has expired. Cutter & Buck is currently negotiating a renewal agreement.*
10. Distribution Agreement dated as of January 3, 2000 between Cutter & Buck Inc. (Supplier) and Pan-West (Pte) Ltd., a Singapore corporation (Distributor) for Women's Products. *This Agreement has expired. Cutter & Buck is currently negotiating a renewal agreement.*

11. License Agreement dated as of March 5, 2003 between Cutter & Buck Inc. (Licensor) and Goarg Pty. Ltd. (Licensee).

#### Domestic Accounts

1. License Agreement dated as of August 15, 2001 between Cutter & Buck Inc. (Licensor) and Leedsworld, Inc., a Delaware corporation (Licensee).
2. First Amendment dated March 5, 2002 between Cutter & Buck Inc. (Licensor) and Leedsworld, Inc., a Delaware corporation (Licensee).
3. License Agreement dated as of April 1, 2000 between Cutter & Buck Inc. (Licensor) and Swany America Corp., a New York corporation (Licensee).
4. License Agreement dated as of January 1, 2002 between Cutter & Buck Inc. (Licensor) and 908 Broadway LLC (formerly Philip Mullins Company), a Kentucky corporation (Licensee).

#### Contracts with Company Sales Reps

1. Independent Sales Representative Ageement (form).
2. Compensation Agreement.

\*Excludes agreements and contracts entered into by Cutter & Buck Inc., as the licensee, for software, information systems and web-based applications.